

MEMORANDUM



Date: June 5, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(Q)3a

Subject: Contract Award Recommendation for Eastern Port Boulevard Extension - Project No: 06.002;
Contract No: 06.002

Recommendation

This Recommendation for Award for Construction contract number 06.002 between Marks Brothers, Inc. and Miami-Dade County has been prepared by the Miami-Dade Seaport Department and is recommended for approval.

Scope

PROJECT NAME: Eastern Port Boulevard Extension

PROJECT NO: 06.002

CONTRACT NO: 06.002

PROJECT DESCRIPTION: The Seaport Department has the need to award one (1) General Contractor for the construction of Eastern Port Boulevard which will provide the permanent roadway link between the Port's new Security Gates and the security gates of the three cargo operators. Completion of Eastern Port Boulevard will provide a major enhancement to vehicular traffic within the Port.

The Scope of work includes the construction of approximately 3.44 miles of multiple lanes of roadway. Work consists of the demolition of existing asphalt pavement, fence, light poles, utilities, and cargo gate facility; removal of existing striping, relocation of high mast light poles, adjustments of drainage structures, installation of new drainage structures, earthwork, paving and striping, installation of signal mast arm poles, connections to existing electrical substations, fencing, fencing gates, and fiber optic lines for communication links between the gates.

Scope of Work in Phases:

The work will be performed in phases to accommodate terminal operators and public usage of premises during construction. The required phases are as follows:

Phase 1 - includes building the road from the main gate to Port of Miami Terminal Operating Company ("POMTOC") new gate and A.P. Moller - Maersk Group ("APM Terminal") existing gate, installation of drainage structures, installation of fencing and gates, installation of light poles, and installation of entire communications lines to POMTOC and APM Terminal. All work required to re-route traffic from the main gates to POMTOC and APM Terminal gates and must be completed by the end of Phase 1.

Phase 2 - includes construction of the remaining portion of road to the east of the main gates and Bahama Drive, remaining drainage structures, remaining light poles, traffic lights, demolition of existing POMTOC gate, and remaining fence and gates.

Phase 3 - includes removal of detour markings; construction of Eastern Port Blvd full width; construction of Bahama Drive full width, which will connect to the Seaboard's gates; and final striping east of main gate entrance.

Scope of work in Sub-phases

The work will be performed in sub-phases to maintain existing access and traffic flow throughout premises. The required sub-phases are:

Sub-phases for Phase 1 - In order to maintain access to POMTOC's mechanic shop, berth 55 and fumigation yard, Phase 1 will require at least two sub-phases. Contractor will submit a sub-phasing plan for approval.

Sub-phases for Phase 2 - In order to keep traffic flow during construction, Phase 2 will be required at least two sub-phases. The Contractor will submit sub-phasing plan for approval.

Sub-phases for Phase 3 - In order to keep traffic flow during construction, Phase 3 will require at least two sub-phases. The Contractor will submit sub-phasing plan for approval.

PROJECT LOCATION: Port of Miami

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Miami-Dade Seaport Department

MANAGING DEPARTMENT: Miami-Dade Seaport Department

Fiscal Impact / Funding Source

FUNDING SOURCES:	<u>SOURCE</u>	<u>AMOUNT</u>
	FDOT Enhancement at the Cargo Security Gateways (FSTED)	\$483,956.22
	FDOT Container Yard Improvement Grant (FSTED)	\$1,021,687.10
	FDOT CIGP Eastern Port Boulevard	\$1,550,000.00
	Seaport Bonds & Loans	<u>\$3,246,796.28</u>
	Total Funding:	\$6,302,439.60

PTP FUNDING: No

GOB FUNDING: No

CAPITAL BUDGET PROJECTS:	<u>BUDGET PROJECT / DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	644590-EASTERN PORT BOULEVARD IMPROVEMENTS	\$3,191,000.00

Book Page: 999999999 - FDOT/Other Funding Sources \$3,111,439.60
 (See Above) Funding Year:

Project Totals: \$6,302,439.60

BID PACKAGES ISSUED:	11	
BIDS RECEIVED:	2	
CONTRACT PERIOD:	210	Calendar Days
CONTINGENCY PERIOD:	21	
IG FEE INCLUDED IN BASE CONTRACT:	Yes	
ART IN PUBLIC PLACES:	No	
BASE ESTIMATE:	\$3,463,946.10	
BASE CONTRACT AMOUNT:	\$5,577,380.20	
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT AMOUNT COMMENT
	Infrastructure	10% \$557,738.00
PERMIT FEES :	\$55,773.80	1.00%
BONDS & INSURANCE :	\$111,547.60	2.00%
TOTAL DEDICATED ALLOWANCE:	\$167,321.40	
TOTAL AMOUNT:	\$6,302,439.60	

Track Record / Monitor**EXPLANATION:**

Contractor's Performance Evaluation

The Seaport Department conducted a review in CIIS and found no evaluations for Marks Brothers. Furthermore, on March 19, 2007, the Department of Business Development (DBD) conducted its compliance review and determined that they had fulfilled the contract measure requirement with the Community Small Business Enterprise (CSBE) Program. DBD was also contacted to ensure they had no CSBE deficits in their history.

Additionally, the CIIS system indicates that the contractor has had previous projects with Aviation and DERM. These departments were contacted and no outstanding issues are present.

The project manager overseeing this project is Diana Beauchamp Lopez, P.E., Senior Professional Engineer, Port of Miami.

BID OPEN DATE:

2/16/2007

BID BOND EXPIRES: 7/16/2007
BID VALID UNTIL: 7/16/2007
ESTIMATED NOTICE TO PROCEED: 7/2/2007
PRIME CONTRACTOR: Marks Brothers, Inc.
COMPANY PRINCIPAL: Martin D. Marks
COMPANY QUALIFIERS: Martin D. Marks
COMPANY EMAIL ADDRESS: Jim@marksbrothersinc.com
COMPANY STREET ADDRESS: 9455 N.W. 104 Street
COMPANY CITY-STATE-ZIP: Medley, Florida 33178
YEARS IN BUSINESS: 60
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: Five (5) Agreements for \$35,580,461.00
SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE): Fence Connection, Berlo Industry, Inc., T.J. Pavement Corp.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No
STANDARD PAYMENT AND PERFORMANCE BOND: Yes
REVIEW COMMITTEE: **MEETING DATE:** 9/27/2006 **SIGNOFF DATE:** 10/3/2006
RESUBMIT DATE: 11/15/2006 **RESUBMIT SIGNOFF:** 11/24/2006
RESPONSIBLE WAGES: Yes
REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

MEASURE GOAL	COMMENT
CSBE 10.00%	
CWF 15.00%	

MANDATORY CLEARING HOUSE: Yes
CONTRACT MANAGER NAME/PHONE/EMAIL: Fernando Mardones (305) 347-4890 fnando@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL: Diana Lopez (305) 347-4892 dblopez@miamidade.gov

Background

BACKGROUND: On September 27, 2006, the Seaport Department submitted this project to Review Committee with a Construction Cost Estimate of \$3,258,946.00,

which included contingency and mobilization.

On November 15, 2006, the Department resubmitted to Review Committee because the Construction Cost Estimate had increased to \$3,948,899.00 (including contingency, mobilization and dedicated allowances for permit fees, bonds and insurance and IPSIG). Parsons, Brinckerhoff, Quade & Douglas ("Parsons"), the Engineer of Record claimed that the quantities on certain items changed and that the line item for the price of asphalt also increased.

The Request-To-Advertise was approved on January 9, 2007, through the Expedite Ordinance and the project was subsequently advertised on January 17, 2007. There were two contractor bids received for this project on the bid submittal date of February 16, 2007. The low bid was \$6,358,213.40 and the second bid was \$6,625,241.60.

The bids that were received were almost twice the original estimate. A bid analysis performed by Post, Buckley, the Seaport Program Management Consultant found that the prices submitted by the low bidder were reasonable when compared to comparable market values. The Department decided that re-bidding the job without plan modifications would generate even higher bid prices due to escalation costs and rising labor and material prices. Additionally the re-bidding of this project would impact the completion of this project.

There are several factors that contribute to the increase between cost estimate and bid price. Parson s who prepared the cost estimate, under estimated several items causing the bids to come in at a 100% increase. Furthermore, the estimate for most of the construction bid items did not reflect the difficulty and safety issues associated with working inside an active cargo container yard area which are restricted access areas. Strict security requirements at the Seaport to meet current standards make coordination and delivery of construction materials and equipment more difficult than at a typical roadway project. This is reflected in mobilization and maintenance of traffic cost differences of approximately 200% between the engineer's estimate and the bid amount. Also, the similarities in the two bid amounts are indicative of the rapidly rising construction costs still impacting the area. In particular, electrical bid items reflect large percentage increases from the engineer's estimate.

A review of the bid items performed by the Department and its consultant did not reveal any significant cost saving measures and scope reduction is not an option on this project. Therefore, it is in the best interest of the Seaport that the Board approve the contract award in the amount of \$6,302,439.60 to the lowest responsive and responsible bidder, Mark's Brothers, Inc.

The original bid amount of \$6,358,213.40 included a 1% IPSIG dedicated allowance, which is no longer a County Requirement. The contract award amount is \$6,302,439.60.

The anticipated completion date for this project is February 2008.

BUDGET APPROVAL
FUNDS AVAILABLE:


OSBM DIRECTOR

5-7-07
DATE

APPROVED AS TO
LEGAL SUFFICIENCY:

HA
COUNTY ATTORNEY

5/7/07
DATE

Heidi Hart
ASSISTANT COUNTY MANAGER DATE

CLERK DATE

DATE

MIAMI-DADE COUNTY CONTRACT

CONTRACT NO. POM 2006.002

THIS CONTRACT, made and entered into on the _____ day of _____, 20____,
by and between Miami-Dade County, Florida, acting by and through the Office of The
County Manager, party of the first part (hereinafter sometimes called the "County"), and

Marks Brothers, Inc.
9455 N.W. 104 Street
Medley, FL 33178

party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish all plant, labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the County known and identified as:

EASTERN PORT BOULEVARD EXTENSION POM 2006.002

for the amount reflected by the Proposal, based on the Contract unit prices shown in the Proposal heretofore provided by the County, a copy of said Proposal being a part of the Contract Documents, the aggregate amount of this Contract (the application of unit prices to the quantities actually performed) not to exceed:

Six million three hundred and two thousand four hundred thirty
nine dollars and sixty cents

\$6,302,439.60

2. That the Contractor shall begin the work to be performed under this Contract on a day to be specified in a written order issued by the Engineer and/or the Department, and shall fully complete all work hereunder within the time or times stated within the Contract Documents.
3. That the County shall pay to the Contractor for the faithful performance of this Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of aggregate unit prices for work performed as set forth above at the times and in a manner stated in the General Covenants and Conditions of the Contract Documents.

MIAMI-DADE COUNTY CONTRACT

CONTRACT NO. POM 2006.002

4. It is further mutually agreed that if at any time after the execution of this Contract and the Performance Bond and Payment Bond, the County shall find the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the performance of the work, the Contractor shall at his own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional surety shall have been furnished in a manner and form satisfactory to the County.
5. The "Contract Documents" are hereby defined as: (electronic check box)
- | | |
|---|--|
| <input type="checkbox"/> Questionnaire | <input checked="" type="checkbox"/> Proposal |
| <input checked="" type="checkbox"/> Advertisement for Bids | <input checked="" type="checkbox"/> Financial Statement |
| <input checked="" type="checkbox"/> Instructions to Prospective Contractors | <input checked="" type="checkbox"/> General Covenants and Conditions |
| <input checked="" type="checkbox"/> Code and Ordinance Requirements | <input checked="" type="checkbox"/> Additional Contractor Responsibilities |
| <input checked="" type="checkbox"/> Protest Information | <input checked="" type="checkbox"/> Applicable Federal Requirements |
| <input checked="" type="checkbox"/> Special Provisions | <input checked="" type="checkbox"/> Department of Business Development Provision |
| <input checked="" type="checkbox"/> Combined Affidavit | <input checked="" type="checkbox"/> Wages and Benefits Provisions |
| <input checked="" type="checkbox"/> Specific Code / Affidavits Applications | <input checked="" type="checkbox"/> Specifications |
| <input checked="" type="checkbox"/> Ownership Disclosure Form | <input checked="" type="checkbox"/> Standards |
| <input checked="" type="checkbox"/> Community Workforce Program; Job Order Request Form | <input checked="" type="checkbox"/> Plans / Sketches |
| <input checked="" type="checkbox"/> Contract | <input checked="" type="checkbox"/> All Addenda Issued |
| <input checked="" type="checkbox"/> Bid Bond | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Performance and Payment Bond
(if required, Bid Bond is required) | |
6. The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents.
7. The various indemnities of the Contractor contained in the Contract Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Contract.
8. The County retains the right to audit any and all information regarding this Contract as described in the Appendix A – Code and Ordinance Requirements, Section 21 and in the Instructions To Prospective Contractor, Section 19.

MIAMI-DADE COUNTY CONTRACT

CONTRACT NO. POM 2006.002

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four counterparts, each of which shall be deemed an original Contract, all as of the day and year first herein before written.

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

(PARTY OF THE FIRST PART)

Approved For Sufficiency of Execution Only:

By: _____
Assistant County Attorney

WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL)

ATTEST By: Talal K. Meyers
(Secretary)

RICHARD K. MEYERS
(Print or type name)

MARKS BROTHERS, INC.
(Name of Corporation)

Martin D. Marks
(Signature of Officer)

MARTIN D. MARKS
(Print or type name)

PRESIDENT
(Official Title)

9455 NW 104 ST.

MEDLEY, FL 33178
(Address)

(PARTY OF THE SECOND PART)

* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, the Performance Bond and Payment Bond to do so in its behalf.

MIAMI-DADE COUNTY CONTRACT

CONTRACT NO. POM 2006.002

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four counterparts, each of which shall be deemed an original Contract, all as of the day and year first herein before written.

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

(PARTY OF THE FIRST PART)

Approved For Sufficiency of Execution Only:

By: _____
Assistant County Attorney

WHEN THE CONTRACTOR IS A JOINT VENTURE:

(Name of Joint Venture)

By: _____
(Signature of Joint Venture)

By: _____
(Signature of Joint Venture)

(Print or type name)

(Print or type name)

(Title)

(Title)

(Address)

(Address)

(PARTIES OF THE SECOND PART)

NOTE: Complete Joint Venture in accordance with Section 16 of the Instructions to Prospective Contractors.

CONTRACT NO. POM 2006.002

MIAMI-DADE COUNTY CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four counterparts, each of which shall be deemed an original Contract, all as of the day and year first herein before written.

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

(PARTY OF THE FIRST PART)

Approved For Sufficiency of Execution Only:

By: _____
Assistant County Attorney

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

(Witness signature)

By: _____
(Signature of individual)

(Print or type name)

By: _____
(Print or type name)

(Witness signature)

(Print or type name)

(Address)

(PARTY OF THE SECOND PART)

ACKNOWLEDGEMENT: STATE OF _____)
) SS.:
 COUNTY OF _____)

Before me personally appeared _____ to
me well known and known to me to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, AD 20_____.

Notary Public: _____
(Signature)

State of _____ at large

My Commission expires _____.

CONTRACT NO. POM 2006.002

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four counterparts, each of which shall be deemed an original Contract, all as of the day and year first herein before written.

11

MIAMI-DADE COUNTY CONTRACT

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

(PARTY OF THE FIRST PART)

Approved For Sufficiency of Execution Only:

By: _____
Assistant County Attorney

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP
OR OPERATES UNDER A TRADE NAME:

(Name of firm if applicable)

(Witness signature)

By: _____
(Signature of individual)

(Print or type name)

By: _____
(Print or type name)

(Witness signature)

(Print or type name)

(Address)

(PARTY OF THE SECOND PART)

ACKNOWLEDGEMENT: STATE OF _____)
COUNTY OF _____) SS.:

Before me personally appeared _____ to
me well known and known to me to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, AD 20__.

Notary Public: _____
(Signature)

State of _____ at large

My Commission expires _____.

CONTRACT NO. POM 2006.002

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four counterparts, each of
which shall be deemed an original Contract, all as of the day and year first herein before written.

12

MIAMI-DADE COUNTY CONTRACT

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

(PARTY OF THE FIRST PART)

Approved For Sufficiency of Execution Only:

By: _____
Assistant County Attorney

WHEN THE CONTRACTOR IS A PARTNERSHIP:

(Witness signature)

By: _____
(Signature of partner)

(Print or type name)

By: _____
(Print or type name)

(Witness signature)

(Print or type name)

(Address)

(PARTY OF THE SECOND PART)

ACKNOWLEDGEMENT: STATE OF _____)
COUNTY OF _____) SS.:

Before me personally appeared _____ to
me well known and known to me to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, AD 20__.

Notary Public: _____
(Signature)

State of _____ at large

My Commission expires _____.

**PROPOSAL
EASTERN PORT BOULEVARD EXTENSION**

CONTRACT NO. POM 2006.002 Dated: 2/16/07

Board of County Commissioners
Miami-Dade County, Florida

Honorable Members:

The undersigned as Respondent (herein used in the masculine singular, irrespective of actual gender) hereby declares that the only persons interested in this Proposal are named herein, that no other person has any interest in this Proposal or in the Contract to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person, and that this Proposal is in every respect fair, and is submitted in good faith and without collusion or fraud.

The Respondent further declares that he has satisfied himself fully relative to all matters and conditions with respect to the work to which this Proposal pertains, including but not limited to all open excavations safety requirements as outlined by these Documents, Statutes and Codes and will fully comply with such.

The Respondent proposes and agrees, if this Proposal should be accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and Miami-Dade County, Florida.

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION OF WORK	DOLLAR UNIT COST	TOTAL
1	1	LS	Mobilization	264,986 ⁰⁰	264,986 ⁰⁰
2	1	LS	Maintenance of Traffic	54,660 ⁰⁰	54,660 ⁰⁰
3	10	AC	Clearing and Grubbing	12,450 ⁰⁰	124,500 ⁰⁰
4	1	LS	Removal of Existing POMTOC Gate	119,000 ⁰⁰	119,000 ⁰⁰
5	6	EA	Removal of Existing Inlet	3,335 ⁰⁰	20,010 ⁰⁰
6	5,856	CY	Regular Excavation	6 ⁵⁰	38,064 ⁰⁰
7	257	CY	Embankment	7 ⁰⁰	1,799 ⁰⁰
8	22,367	SY	Type B Stabilization	5 ⁰⁰	123,018 ⁰⁰
9	22,367	SY	Optional Base Group 8	24 ⁰⁰	536,808 ⁰⁰
10	1,565	GAL	Seal Coat (Emul. Asphalt)	15 ⁰⁰	23,475 ⁰⁰
11	2,576	TON	Superpave Asphaltic Concrete (Level D)	142 ⁰⁰	365,792 ⁰⁰
12	2,150	TON	Asphaltic Concrete Friction Course (FC-6)	154 ⁰⁰	331,100 ⁰⁰
13	9	EA	Inlet Type F	6170 ⁰⁰	55,530 ⁰⁰
14	2	EA	Inlet Type G	6650 ⁰⁰	13,300 ⁰⁰
15	6	EA	Inlet Special Modify (Replacement w/ Manhole Top)	5750 ⁰⁰	34,500 ⁰⁰

Marks Brothers, Inc.
9455 N.W. 104 Street
Medley, FL 33178

Page 1 of 10

12/06

ADD #1

14

PROPOSAL (Continued) - EASTERN PORT BOULEVARD EXTENSION

CONTRACT NO. POM 2006.002 Dated: 2/16/07

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION OF WORK	DOLLAR UNIT COST	TOTAL
16	2	EA	Manhole, P-7 (<10')	6290 ⁰⁰	12,580 ⁰⁰
17	592	LF	Solid Pipe Round (18")	154 ⁰⁰	91,168 ⁰⁰
18	76	LF	Solid Pipe Round (24")	237 ⁰⁰	18,012 ⁰⁰
19	4	EA	Bollards, 6"	475 ⁰⁰	1,900 ⁰⁰
20	54	EA	Bollards, 12"	1580 ⁰⁰	85,320 ⁰⁰
21	260	LF	Concrete Curb and Gutter (Type F)	46 ⁰⁰	11,960 ⁰⁰
22	583	LF	Concrete Barrier Wall (Cast-in-place)	168 ⁰⁰	97,944 ⁰⁰
23	168	LF	Concrete Barrier Wall (Precast)	78 ⁰⁰	13,104 ⁰⁰
24	126	SY	Concrete Sidewalk (4" Thick)	93 ⁰⁰	11,718 ⁰⁰
25	3,342	LF	Fencing, Type B (8' Height) w/ Barb Wire	28 ⁰⁰	93,576 ⁰⁰
26	2	EA	Fence Gates	8545 ⁰⁰	17,090 ⁰⁰
27	3	EA	Slide Gate	7760 ⁰⁰	23,280 ⁰⁰
28	583	LF	Conduit (F&I - Underground)	39 ⁰⁰	22,737 ⁰⁰
29	1	PI	Cable Signal (F&I)	7,250 ⁰⁰	7,250 ⁰⁰
30	11	EA	Pull & Junction Boxes	820 ⁰⁰	9,020 ⁰⁰
31	100	LF	Electrical Service Wire	5 ⁰⁰	500 ⁰⁰
32	1	EA	Steel Strain Poles	21,600 ⁰⁰	21,600 ⁰⁰
33	3	EA	Mast Arm Assembly	22,980 ⁰⁰	68,940 ⁰⁰
34	8	AS	Traffic Signal (3-Sections)	1,350 ⁰⁰	10,800 ⁰⁰
35	1	EA	Loop Detector, Inductive	235 ⁰⁰	235 ⁰⁰
36	3	AS	Loop Assembly	1150 ⁰⁰	3450 ⁰⁰
37	1	EA	Traffic Controller	24,200 ⁰⁰	24,200 ⁰⁰
38	1	EA	System Auxiliary (Telemetry Transceiver)	1,750 ⁰⁰	1,750 ⁰⁰
39	1	EA	System Auxiliary (Universal Adapter)	1,750 ⁰⁰	1,750 ⁰⁰
40	6	EA	Sign Panel (15 or less of square footage of Sign Panel)	1,375 ⁰⁰	8,250 ⁰⁰
41	21	AS	Sign, Single Post (Less than 12 SF)	280 ⁰⁰	5,880 ⁰⁰
42	12	AS	Sign, Single Post (12 SF to 25 SF)	1,570 ⁰⁰	18,840 ⁰⁰
43	3	AS	Sign, Multi-Post (50 or less SF)	4,180 ⁰⁰	12,540 ⁰⁰
44	174	EA	Marker Pavement Retro-Reflective	5 ⁰⁰	870 ⁰⁰
45	44	EA	Directional Arrows	100 ⁰⁰	4,400 ⁰⁰
46	25	EA	Pavement Messages, Painted	130 ⁰⁰	3,250 ⁰⁰
47	18,370	LF	Solid Traffic Stripe (6" White)	120 ⁰⁰	22,044 ⁰⁰
48	295	LF	Solid Traffic Stripe (18" White)	230 ⁰⁰	678 ⁰⁰

Marks Brothers, Inc.
9455 N.W. 104 Street
Medley, FL 33178

PROPOSAL (Continued) - EASTERN PORT BOULEVARD EXTENSION

CONTRACT NO. POM 2006.002 Dated: 2/16/07

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION OF WORK	DOLLAR UNIT COST	TOTAL
49	300	LF	Solid Traffic Stripe (24" White)	6 ⁰⁰	1,800 ⁰⁰
50	11,510	LF	Solid Traffic Stripe (8" Yellow)	1 ⁰⁰	11,510 ⁰⁰
51	537	LF	Solid Traffic Stripe (18" Yellow)	3 ⁰⁰	2,040 ⁰⁰
52	2,031	LF	Solid Traffic Stripe (6" White)	1 ⁰⁰	2,031 ⁰⁰
53	1	EA	Relocate Existing Security Camera	3,790 ⁰⁰	3,790 ⁰⁰
54	4	EA	Remove Light Pole Foundation	5,125 ⁰⁰	20,500 ⁰⁰
55	2	EA	High mast Pole (Removal)	6,040 ⁰⁰	12,080 ⁰⁰
56	5	EA	Adjust/Relocate Water Valve	760 ⁰⁰	3,800 ⁰⁰
57	5	EA	Adjust Sanitary Sewer Manhole	1,000 ⁰⁰	5,000 ⁰⁰
58	1	EA	Adjust Manhole (Electrical/Communications)	2,490 ⁰⁰	2,490 ⁰⁰
59	1	EA	Remove Manhole (Electrical/Communications)	1,400 ⁰⁰	1,400 ⁰⁰
60	3	EA	Install Water Valves	3,000 ⁰⁰	9,000 ⁰⁰
61	2	EA	Fire Hydrants (Standard) (F&I)	6,250 ⁰⁰	12,500 ⁰⁰
62	2	EA	Fire Hydrants (Remove)	1,370 ⁰⁰	2,740 ⁰⁰
63	2	EA	Adjust Electrical Box	650 ⁰⁰	1,300 ⁰⁰
64	1	EA	Remove Electrical Box	540 ⁰⁰	540 ⁰⁰
65	1	LS	Utility Removal and Adjustments	10,200 ⁰⁰	10,200 ⁰⁰
66	1580	LF	Grounding Electrode	27 ³⁰	43,134 ⁰⁰
67	15,888	LF	Conductors (F&I Insulated - No. 2)	5 ⁹⁰	93,739 ²⁰
68	589	LF	Conduit (Size 2" PVC-Schedule 40) (F&I Underground)	28 ⁵⁰	17,071 ⁵⁰
69	1,192	LF	Conduit (Size 4" PVC-Schedule 40) (F&I Underground)	47 ⁵⁰	56,620 ⁰⁰
70	3,521	LF	Conduit (Size 2" PVC-Sched. 80 (F&I Underpavement)	46 ³⁰	163,022 ³⁰
71	198	LF	Conduit (Size 3" PVC-Sched. 80 (F&I Underpavement)	50 ⁰⁰	9,800 ⁰⁰
72	9,040	LF	Conduit (Size 4" PVC-Sched. 80 (F&I Underpavement)	64 ⁰⁰	578,560 ⁰⁰
73	1	EA	Load Center (F&I) (Secondary Voltage) - New	10,715 ⁰⁰	10,715 ⁰⁰
74	8	EA	Concrete Foundation (F&I)	42,550 ⁰⁰	340,400 ⁰⁰
75	17	EA	Pull Box (F&I) (Roadside)	930 ⁰⁰	15,810 ⁰⁰
75.1	2	EA	Pull Box (F&I) (Traffic)	430 ⁰⁰	860 ⁰⁰
75.2	18	LS	Pull Box (F&I) (FO Roadside)	680 ⁰⁰	12,240 ⁰⁰
76	8	EA	Lighting Pole Complete High mast (F&I) (100' - Steel)	67,000 ⁰⁰	536,000 ⁰⁰
77	1	LS	Electrical Work - Miscellaneous	25,000 ⁰⁰	25,000 ⁰⁰
78	17,592	LF	Conduit (1-1/4" HDPE) (F&I Underground)	27 ³⁰	480,261 ⁶⁰

Marks Brothers, Inc.
9455 N.W. 104 Street
Medley, FL 33178

PROPOSAL (Continued) - EASTERN PORT BOULEVARD EXTENSION

CONTRACT NO. POM 2006.002 Dated: 2/16/07

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION OF WORK	DOLLAR UNIT COST	TOTAL
79	2,750	LF	Cable Fiber Optic (F&I) Underground (SM 12 Fiber)	3 ⁵⁰	9,625 ⁰⁰
80	1,950	LF	3 x 1 & 1/2" innerduct (F&I Underground)	41 ⁵⁰	80,925 ⁰⁰
81	6,760	LF	F&I 24 Strand SMFO Cable	4 ¹⁰	27,716 ⁰⁰
82	1,500	LF	F&I 96 Strand SMFO Cable	14 ²⁰	21,300 ⁰⁰
83	1	EA	Complete POMTOC Bunker Fiber Wall Cabinet	12,080 ⁰⁰	12,080 ⁰⁰
84	2	EA	F&I Splice Closure	6,200 ⁰⁰	12,400 ⁰⁰
85	1	EA	F&I POMTOC Bunker Penetration	8,400 ⁰⁰	8,400 ⁰⁰
86	2	EA	F&I Maersk Building Penetration	7,370 ⁰⁰	14,740 ⁰⁰
87	1	EA	F&I Fiber Cabinet	7,360 ⁰⁰	7,360 ⁰⁰
88	1	EA	Pavement Patching (Allowance, 800 SY)	63,700 ⁰⁰	63,700 ⁰⁰

TOTAL BASE BID: ITEMS 1 TO 88

\$ 5,577,380.20

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION OF WORK	DOLLAR UNIT COST	TOTAL
89	1	LS	Contingency Allowance (10% of base bid)	557,738 ⁰⁰	557,738 ⁰⁰
90	1	LS	Dedicated Allowance 1 (Reimbursement for permit fees, 1% of base bid)	55,773 ⁰⁰	55,773 ⁰⁰
91	1	LS	Dedicated Allowance 2 (Bond & Insurance, 2% of base bid)	111,547 ⁰⁰	111,547 ⁰⁰
92	1	LS	Dedicated Allowance 3 (IPSIG, 1% of base bid)	55,773 ⁰⁰	55,773 ⁰⁰

GRAND TOTAL: ITEMS 1 TO 92

\$ 6,358,213.40

\$ 6,302,439.60

NOTE: All Contingency and Dedicated values entered by Department and subject to change prior to Award

All in full and complete accordance with all terms and conditions set forth in and covered by the Contract Documents including addenda(s) 1 to 5. Addenda number 1 changes indicated by bold letters.

The Respondent further purposes and agrees to begin the work with an adequate labor force and with sufficient equipment and facilities on the date stated in the written Notice To Proceed (NTP) issued and served upon him by the Engineer and to complete the work, including delivery time for materials and equipment, in 120 consecutive calendar days for Phase one, 60 consecutive calendar days for Phase two, and 30 consecutive calendar days for Phase three. Total contractual duration is 210 consecutive calendar days. In addition, Phase one has a milestone to achieve re-routing of traffic to New POMTOC Gate Complex and APM Terminals existing gate in 90 consecutive calendar days from NTP.

Marks Brothers, Inc.
9455 N.W. 104 Street
Medley, FL 33178

PROPOSAL (Continued) - EASTERN PORT BOULEVARD EXTENSION

CONTRACT NO. POM 2006.002 Dated: 2/16/07

For the purpose of reimbursing the County for additional costs incurred by the County and resulting from the failure of the Contractor to complete the work within the prescribed time limit(s), it is understood that the reductions for liquidated damages which are specified in the General Covenants and Conditions will apply in the event that work is not completed within such time limits.

The Respondent further agrees that, in the event he withdraws his bid, after proper notification of intent to Contract from the County, within ninety (90) days after the date of the submittal package opening, or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within ten (10) days after the prescribed forms are presented to him for signature, the check or Bid Bond accompanying his submittal package, and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade County to the undersigned.

Attached hereto is a certified check issued by the _____ bank of _____ in the sum of _____ Dollars (\$ _____) or Bid Bond in the sum of FIVE PERCENT OF THE TOTAL Bid Dollars (\$ 570) made payable to Miami-Dade County.

The list of parties interested in this Proposal, the list of equipment, references, and financial statement which are furnished to assist the County in making the award of the Contract are true and correct.

Marks Brothers, Inc.
9455 N.W. 104 Street
Medley, FL 33178

PROPOSAL (Continued) - EASTERN PORT BOULEVARD EXTENSION

CONTRACT NO. POM 2006.002 Dated: 2/16/07

WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL)
(Name of Corporation)

ATTEST

By:

Rafael V. Meyer
(Secretary)

Martin O. Marks
(Signature of Officer)

Richard K. Meyer
(Print or type name)

Martin O. Marks
(Print or type name)

PRESIDENT
(Official Title)

(Same)
(Address)

9455 NW 104th Medley FL 33178
(Address)

(PARTY OF THE SECOND PART)

* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, the Performance Bond and Payment Bond to do so in its behalf.

WHEN THE CONTRACTOR IS A JOINT VENTURE:

(Name of Joint Venture)

By:

(Signature of Joint Venture)

(Signature of Joint Venture)

(Print or type name)

(Print or type name)

(Title)

(Title)

NOTE: Complete Joint Venture in accordance with Section 5 of the Instructions to Prospective Contractors.

PROPOSAL (Continued) - EASTERN PORT BOULEVARD EXTENSION

CONTRACT NO. POM 2006.002 Dated: _____

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

By: _____
(Witness signature)

(Signature of individual)

By: _____
(Print or type name)

(Print or type name)

By: _____
(Witness signature)

(Address)

By: _____
(Print or type name)

(PARTY OF THE SECOND PART)

ACKNOWLEDGEMENT:

STATE OF _____)
COUNTY OF _____)SS
_____)

Before me personally appeared _____
to me well known and known to me to be the person described in and who executed the foregoing instrument, and
acknowledged to and before me that _____ executed said instrument
for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____ AD 20_____.

Notary Public:

State of _____ at large

My Commission expires _____.

PROPOSAL (Continued) - EASTERN PORT BOULEVARD EXTENSION

CONTRACT NO. POM 2006.002 Dated: _____

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

_____ (Name of firm if applicable)	_____ (Address)
By: _____ (Witness signature)	_____ (Signature of individual)
By: _____ (Print or type name)	_____ (Print or type name)
By: _____ (Witness signature)	
By: _____ (Print or type name)	

ACKNOWLEDGEMENT:

STATE OF _____)
COUNTY OF _____)SS
_____)

Before me personally appeared _____
to me well known and known to me to be the person described in and who executed the foregoing instrument, and
acknowledged to and before me that _____ executed said instrument
for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, AD 20 _____.

Notary Public:

State of _____ at large

My Commission expires _____.

PROPOSAL (Continued) - EASTERN PORT BOULEVARD EXTENSION

CONTRACT NO. POM 2006.002 Dated: 2/16/07

In order to assist the County in determining whether the Respondent is qualified to do the work set forth in the Proposal, he shall furnish hereunder a list of references who are qualified to judge as to his financial responsibility and his experience in work of a similar nature.

MIAMI DADE AVIATION DEPARTMENT

The Respondent shall furnish hereunder a list of the facilities or equipment that is available for use in case his submittal is accepted.

ALL NECESSARY EQUIPMENT IS OWNED BY THE COMPANY

The Respondent shall furnish hereunder the full name and residences of persons and firms interested in the foregoing submittal package as principals.

MARTIN D. MARKS 14640 SW 87 AVE PALMETTO BAY
KATHLEEN M. MEYER 15410 SW 89 AVE PALMETTO BAY
MAUREN M. PIERO 11720 SW 70 AVE PINECREST

The Respondent shall furnish hereunder the name of the executive who will give personal attention to the work, and a telephone number or numbers where he may be reached 24 hours a day, 7 days a week.

MARTIN D MARKS 305 - 986-6256

Note: Use additional attachments if necessary to provide full documentation of the above.

PROPOSAL (Continued) - EASTERN PORT BOULEVARD EXTENSION

CONTRACT NO. POM 2006.002 Dated: 2/16/07

FINANCIAL STATEMENT

ASSETS

CURRENT ASSETS:

Cash \$ _____

Notes and Account Receivable \$ _____

Inventories \$ _____

PLANT ASSETS:

Real Estate \$ _____

Machinery \$ _____

Good Will, Patents, etc. \$ _____

*WILL BE FORWARDED
AS A CONDITION OF
THE AWARD OF THE
CONTRACT.*

W. J. P. P. P.
Pas.

\$ _____

LIABILITIES

Notes Payable \$ _____

Accounts Payable \$ _____

Accrued Wages \$ _____

Other Liabilities \$ _____

\$ _____

EXCESS OF ASSETS \$ _____

OR NET WORTH \$ _____

NOTE:

The above is a suggested form of the type of Financial Statement desired. The Respondent is not required to follow such form explicitly, but the Financial Statement submitted by him must clearly show his financial condition. The County reserves the privilege of requiring additional information as to financial responsibility before awarding contract.

SURETY BID BOND

By this Bond, we MARKS BROTHERS, INC., as Principal, whose principal business address is 9455 N.W. 104 STREET - MEDLEY, FL 33179, as respondent to the contract offering due FEBRUARY 14, 2007, for Miami-Dade County construction of EASTERN PORT BOULEVARD EXTENSION, Contract No. POM 2006.002 (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation, whose principal business address is ONE TOWER SQUARE, HARTFORD, CT 06183 - 6014 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of FIVE PERCENT OF THE AMOUNT BID (U.S. dollars) \$5%, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Whose submittal is found to be responsive to the solicitation, offered by a responsible contractor, is the lowest such responsive and responsible bid and is found to be in the best interest of the County shall be recommended for award by the County Manager; and
2. This Notice of Contract Award will be given to the successful respondent by a registered or certified letter to the address stated in the submittal package by the prospective Contractor; and
3. Upon receipt of Notice of Contract Award, the respondent to whom a Contract is awarded will be required to execute, in four (4) counterparts, each of which shall be deemed an original, including but not limited to, the prescribed Contract Document and if applicable, Performance and Payment Bonds within ten (10) calendar days from the date of notice to him that the Contract document is ready for execution. The required Insurance Certificates and Policies, as stated in the General Covenants and Conditions, shall also be delivered within this ten (10) day period.

The Respondent further agrees that, in the event he withdraws his bid, after proper notification of intent to Contract from the County, within ninety (90) days after the date of the submittal package opening, or fails to comply with all requirements to contract with Miami-Dade County or in the event he fails to comply with the Contract Documents or in the event he fails to enter into a written Contract with Miami-Dade County, Florida, in accordance with the submittal package as accepted and provide required Bond(s) with good and sufficient surety and provide the necessary Insurance Certificates, as may be required, all within ten (10) days after the prescribed forms are presented to him for signature, the check or Bid Bond accompanying his submittal package, and the monies payable thereon, shall become the property of and be retained and used by Miami-Dade County as liquidated damages, and not as a penalty; otherwise, the certified check or Bid Bond shall be returned by Miami-Dade County to the undersigned.

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY BID BOND

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 14th day of FEBRUARY, 2007.

CONTRACTOR

MARKS BROTHERS, INC.

(Contractor Name)

BY: 


President
(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:


D.W. MATSON III

(Copy of Agent's current
Identification Card as issued by

State of Florida Insurance Commissioner must be attached) By: 

D.W. MATSON III

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)



DUFFIELD WALKER MATSON III

A168300

Life & Health
Gen. Lines (Prop. & Cas. Ins.)

ISSUED: 01/07/92

733526

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Companies this 14th day of FEBRUARY, 2007.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson

Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216588

Certificate No. 001396800

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

D. W. Matson III, and John W. Charlton

of the City of Coral Gables, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of January, 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

George W. Thompson, Senior Vice President

On this the 18th day of January, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public



1015 NORTH AMERICA WAY • 2ND FLOOR • MIAMI, FLORIDA 33132-2081 • PHONE (305) 371-PORT (371-7678) • FAX (305) 347-4843

May 3, 2007

Marks Brothers, Inc.
9455 N.W. 104 Street
Medley, Florida 33178

Re: Eastern Port Boulevard Extension, Project No. 2006.002
Request for Bid Bond Extension

Mr. Martin Marks:

As you may be aware, the bid price you submitted is good for 90 days from bid opening and will expire on May 16, 2007. A recommendation to award this contract will be presented to the Transit Committee on May 16, 2007 and to the Board of County Commissioners for approval tentatively on June 5, 2007.

In order to be considered for award of this contract, Miami-Dade County must possess a valid and enforceable bid guarantee from your firm until the Construction Contract is fully executed.

Therefore, by this means, we are requesting that you extend the validity of your bid bond and maintain your bid price for an additional sixty (60) days, from May 16, 2007 to July 16, 2007, at no additional cost to the County. This additional time is necessary to continue the award process. You may also provide either a reimbursable cashier's check or certified check for five percent (5%) of the bid amount in lieu of the bid bond. Additionally, you must submit a letter clearly stating that you are holding the bid price for the additional sixty (60) days at no additional cost to the County.

Thank you for your cooperation.

Sincerely,

Maria H. Cerna
Chief, Seaport Construction Contracts

c: Fernando Alonso, P.E.
Diana Lopez, P.E.
Clerk of the Board
All bidders
File



portofmiami@miamidade.gov
MIAMI-DADE COUNTY FLORIDA SEAPORT DEPARTMENT
www.miamidade.gov



MARKS BROTHERS, INC.

Engineering Contractors

9455 N.W. 104TH STREET • MEDLEY, FLORIDA 33178

TELEPHONE 305-805-6900

FAX 305-805-4802

E1306

May 4, 2007

Port of Miami
1015 North America Way
Second Floor
Miami, Florida 33132-2081

Attn: Ms Maria H. Cerna
Chief, Seaport Construction Contracts

Re: Eastern Port Boulevard Extension, Project No. 2006.002
Bid Bond Extension

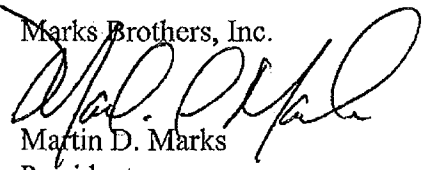
Ms. Cerna,

Per your request, this letter shall serve as formal notice that the bid price submitted for the above referenced project is valid for an additional sixty (60) days, until July 16, 2007. This extension incorporates any and all provisions of the bid documents, more specifically the bid bond requirements, and provides no additional rights, to either party, above and beyond those contained within the bid documents. This extension until July 16, 2007 is provided at no additional cost to the County, as consideration for the award of the above referenced contract.

Should you require any information, or have any questions, please feel free to contact me at 305-805-6900, or by email at marty@marksbrothersinc.com.

Respectfully,

Marks Brothers, Inc.


Martin D. Marks
President



MARKSBROTHERSINC.COM

SERVING SOUTH FLORIDA SINCE 1948

EQUIPMENT RENTALS • LAND DEVELOPING • BUILDING DEMOLITION • PAVING • EXCAVATING • UNDERGROUND CONSTRUCTION

